

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MISSOURI
WESTERN DIVISION**

FEDERAL DEPOSIT INSURANCE)
CORPORATION AS RECEIVER FOR)
THE COLUMBIAN BANK AND)
TRUST COMPANY,)

Plaintiff,)

v.)

Case No. 4:11-CV-00779-FJG

SILVER KEY CONSTRUCTION, LLC,)
et al.,)

Defendants.)

JUDGMENT

This cause comes before the Court on plaintiff Federal Deposit Insurance Corporation as Receiver for The Columbian Bank and Trust Company's ("FDIC-R") Motion for Default Judgment against defendants Silver Key Construction, LLC ("Silver Key") and Christopher M. Johnson ("Johnson") (Doc. No. 37 & 39).

On August 5, 2011 Plaintiff FDIC-R filed a Complaint against Defendant Silver Key & Defendant Christopher Johnson (Doc. No. 1). On December 7, 2011, Plaintiff filed a Motion for Default Judgment against both Defendants (Doc. No. 37 & 39). On December 9, 2011, the Court granted both Motions for Default Judgment (Doc. No. 41 & 40). On March 1, 2012, the Court held a hearing to assess the damages amount. Plaintiff filed supplemental briefing on the issue (Doc. No. 76 & 78). The Court, being duly advised on the premises of this action finds the following:

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, that plaintiff Federal Deposit Insurance Corporation as Receiver for The Columbian Bank and Trust Company is

entitled to judgment in its favor on Count I of its Verified Complaint against defendants Silver Key Construction, LLC and Christopher M. Johnson.

a. Defendants Silver Key Construction, LLC and Christopher M. Johnson defaulted under, *inter alia*, the Promissory Notes, the Deed of Trust, Assignment of Rents and Guaranties;

b. As a result of the default, Federal Deposit Insurance Corporation as Receiver for The Columbian Bank and Trust Company was entitled to conduct the foreclosure sale on June 23, 2011;

c. The foreclosure sale was lawful and valid;

d. The resulting Trustee's Deed is valid, enforceable, and entitles Federal Deposit Insurance Corporation as Receiver for The Columbian Bank and Trust Company to exclusive right to the Property;

e. Federal Deposit Insurance Corporation as Receiver for The Columbian Bank and Trust Company, and its assigns, are the sole owners of the Property and the only parties legally entitled to assert control over the Property and its tenants;

f. Defendants Silver Key Construction, LLC and Christopher M. Johnson, their agents, assigns, or anyone acting in concert with any of them, no longer have any legal and/or equitable interest in and to the Property, including, but not limited to: the right to possess, control, or lease the individual units, the right to contact the current tenant, the right to demand rents from the tenants and/or initiate eviction, the right to collect past, future, and/or future rents;

g. Defendants Silver Key Construction, LLC and Christopher M. Johnson, their agents, assigns and anyone acting in concert with any of them are prohibited and

restrained from: being located on the Property; contacting and/or communicating with the tenants; demanding or diverting any further rents; interfering with the management of the Property; and recording any further documentation against the Remaining Property;

h. Defendants Silver Key Construction, LLC and Christopher M. Johnson, their agents, assigns and anyone acting in concert with any of them, must return any and all pre-paid rents solicited from the tenants and return any further rents collected from the tenants;

i. The Affidavit of Ownership, the False Deed of Trust, and any other documents recorded against the Property by defendants Silver Key Construction, LLC and Christopher M. Johnson, following the foreclosure sale, shall have no binding legal significance and shall not constitute any cloud upon Federal Deposit Insurance Corporation as Receiver for The Columbian Bank's title in and to the property and its right to sole ownership of the Property pursuant to the Trustee's Deed; and

j. Federal Deposit Insurance Corporation as Receiver for The Columbian Bank and Trust Company is entitled to its fees and costs incurred herein.

IT IS THEREFORE FURTHER ORDERED, ADJUDGED AND DECREED, that plaintiff Federal Deposit Insurance Corporation as Receiver for The Columbian Bank and Trust Company is entitled to judgment in its favor on Count II of its Verified Complaint against defendants Silver Key Construction, LLC and Christopher M. Johnson, hereby ascertaining and adjudging the title and interest of the respective parties in and to the Property; hereby declaring that Federal Deposit Insurance Corporation as Receiver for The Columbian Bank and Trust Company has a valid interest in the Property; that the interests of defendants Silver Key Construction, LLC and Christopher M. Johnson, if any, and any other person or entity claiming

an interest by or through them, are adjudged to be junior and inferior to the interests of Federal Deposit Insurance Corporation as Receiver for The Columbian Bank and Trust Company.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Federal Deposit Insurance Corporation as Receiver for The Columbian Bank and Trust Company have and recover judgment in its favor on Counts III, IV, V, VI, VII, VIII, IX, and X of its Verified Complaint against defendants Silver Key Construction, LLC, granting damages in the amount of \$90,689.10, together with interest at the statutory rate, for its costs incurred and expended including reasonable attorney's fees, and for interest on the judgment.

IT IS SO ORDERED.

Date: April 26, 2012
Kansas City, Missouri

S/ FERNANDO J. GAITAN, JR.
Fernando J. Gaitan, Jr.
Chief United States District Judge